

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Chief Deputy



Board of Supervisors
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Fourth District

MICHAEL D. ANTONIO
Fifth District

August 14, 2006

TO: Each Supervisor

FROM: Bryce Yokomizo, Director

SUBJECT: NOTICE OF EXECUTION OF AMENDMENT NO. 10 TO AGREEMENT
72426 WITH THE PERSONAL ASSISTANCE SERVICES COUNCIL
(PASC) TO IMPLEMENT A BACK-UP ATTENDANT PILOT PROGRAM

This is to inform your Board that Amendment #10 to County Agreement Number 72426 with the Los Angeles County Personal Assistance Services Council was executed on August 10, 2006 in accordance with section 3.3 of such Agreement. On June 26, 2006, your Board approved the appropriation of \$989,746 to implement a Back-Up Attendant Pilot Program in Los Angeles County. Included in Amendment #10 is the pilot implementation plan and budget.

The purpose of the Back-Up Attendant Pilot Program is to assist In-Home Supportive Services (IHSS) consumers on an emergent basis when their regular provider is temporarily unavailable. The targeted population will consist of IHSS consumers receiving 35 hours or more of personal care services per week. To serve this population, the PASC, in agreement with Local 434b, Home Care Workers' union, will expand its existing Registry to establish a pool of highly skilled caregivers.

Providers in the program will be paid at the hourly wage rate of \$12 an hour as compared to the current \$8.45 hourly rate for all other providers. State and federal funds will be utilized to compensate for the \$3.55 rate differential. My staff continues to work with CDSS to implement modifications to our Case Management, Information & Payroll System (CMIPS) to accommodate the new rate. Once implemented, the PASC will evaluate this pilot for need, usage, quality of service, and cost. DPSS will work with the PASC to make changes, when necessary.

"To Enrich Lives Through Effective And Caring Service"

Each Supervisor
August 14, 2006
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The Chief Administrative Office and County Counsel have reviewed and approved Amendment #10 as to form.

BY:vs

Attachment

c: Chief Administrative Office
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
PASC Executive Director



AMENDMENT NO. 10

TO

**AGREEMENT NO. 72426 BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL
(PASC)**

August 2006

**AMENDMENT 10
TO AGREEMENT NO. 72426 BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL**

THIS AMENDMENT is made and entered into this _____ day of August 2006, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and the Los Angeles County Personal Assistance Services Council ("PASC").

WHEREAS, reference is made to the document entitled "AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY PASC," dated September 14, 1999, and further identified as County Agreement No. 72426, Amendment Number 1, dated October 24, 2000, Amendment 2 dated, October 24, 2000, Amendment Number 3 dated November 20, 2002, Amendment Number 4, dated June 22, 2004, Amendment Number 5, dated October 28, 2004, Amendment 6, dated June 30, 2005, Amendment 7, dated July 28, 2005, Amendment 8, dated October 26, 2005, and, Amendment 9 dated June 29, 2006; hereinafter referred to as "Agreement."

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW THEREFORE, the parties hereby agree as follows:

This Amendment shall become effective upon execution by both parties.

- I. Subparagraph 5.1 of **Section IV, FISCAL PROVISIONS** is deleted in its entirety and replaced with the following:
 - 5.1 For each fiscal year that this contract is in operation, the COUNTY shall make payment to the PASC for costs not to exceed the amount specified in paragraphs 5.2 and 5.5. The COUNTY shall retain any State and federal monies received by the COUNTY to cover PASC costs as defined in paragraph 5.0 and its subparagraphs.
- II. Subparagraph 5.5 and its subsections are added to Paragraph 5.0 of **Section IV, FISCAL PROVISIONS** to reflect the addition of the Back-Up Attendant Pilot Program:
 - 5.5 Effective August 1, 2006, or the day after the execution of this Amendment 10, whichever is later, through the end of the pilot period, as defined in Section 5.5.1 below, the COUNTY agrees to reimburse the PASC for start-up costs, administrative costs, and provider compensation related to their Back-Up Attendant Pilot Program not to exceed \$989,746 as detailed in Attachment D, Back-

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Up Attendant Pilot Program budget. Consistent with the amount appropriated by the County's Board of Supervisors, payment to the PASC for the Back-Up Attendant Pilot Program shall not exceed \$780,000 in any one fiscal year. The PASC administrative costs for Back-Up Attendant Pilot Program services subject to this section are to cover all PASC administrative costs related to the pilot program except for health care plan administrative costs as set forth in paragraph 4.3.1 above.

- 5.5.1** Start-up costs associated with the development of the Back-Up Attendant Pilot Program shall begin August 1, 2006, or the day after the execution of this Amendment Number 10, whichever is later. The start-up period will end December 31, 2006 or upon completion of all start-up activities, as agreed upon between COUNTY and PASC.
- 5.5.2** The Back-Up Attendant Pilot Program will begin the first of the month following the end of the start-up period, and last for a period of 12 months or when the funding for Back-Up Attendant Provider compensation (the pilot's higher wage rate component), or the funding for Administrative Costs, as detailed in Attachment D, are fully spent, whichever comes earlier.
- 5.5.3** On a monthly basis, the PASC shall submit, by the 15th of the month, to DPSS an invoice detailing the amounts expended by the PASC for the Back-Up Attendant Pilot Program for the prior month. The COUNTY shall reimburse the PASC on a monthly basis for all valid expenses associated with Back-Up Attendant Pilot Program, and subject to the maximum amounts in each of the three cost areas; Start-up costs, administrative costs and provider compensation (the pilot's higher wage rate component) as detailed in Attachment D. All other provisions related to invoicing as detailed in the Agreement's paragraph 5.2 and its subparagraphs will apply to the invoicing on this program.

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III. Subparagraphs 4.0.6 and 4.0.6.1 shall be added to Paragraph 4.0 of Section IV, FISCAL PROVISIONS:

4.0.6 Effective with the execution of this Amendment 10 through the end of the Back-Up Attendant Pilot Program as defined in 5.5, the COUNTY'S appropriation for the PASC negotiated wage, for providers who provide Back-Up Attendant Pilot Program services, shall be \$12.00 per allowable hour, which is higher than the current hourly wage rate of \$8.45. This amount is an absolute limit and the COUNTY is not obligated in any way to pay or subsidize beyond this negotiated Back-Up Attendant Pilot Program hourly rate of \$12.00.

4.0.6.1 In the event the State's share of wages pursuant to Welfare and Institutions Code §12306.1 is not forthcoming or in any way becomes unavailable, the COUNTY'S above stated obligation for any wage above minimum wage like that of Back-Up Attendants' hourly rate of \$12.00 or capitation payments, shall terminate, whether or not the COUNTY reached its maximum allocation of funds for any fiscal year, as set forth above. Both parties further agree that Welfare and Institutions Code §12306(c)(3) does not obligate the County in any way or at any time to fund the State share of wages or capitation payments negotiated pursuant to Welfare and Institutions Code §12306.1.

IV. The following Paragraphs shall be added to Section V, FURTHER TERMS AND CONDITIONS:

41. CHANGES OF ADDRESS

Either party can designate a new address by giving written notice to the other party.

42. COMPLAINTS

The PASC shall develop, maintain and operate procedures for receiving, investigating and responding to IHSS consumer complaints regarding the Back-Up Attendant Pilot Program. Within sixty (60) business days after effective date of this amendment, the PASC shall provide COUNTY with the PASC's policy for receiving, investigating and responding to user complaints.

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- 42.1** If, at any time, the PASC wishes to change its policy, the PASC shall submit proposed changes to the County prior to implementation.

43. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the PASC require additional or replacement staff personnel after the effective date of this amendment to perform the services set forth herein, the PASC shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

44. PASC CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Attachment E, Charitable Contribution Certificate, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

45. DISCLOSURE OF INFORMATION

The PASC shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the PASC's need to identify its services and related clients to sustain itself, County will not inhibit the PASC from publicizing its role under this Agreement within the following conditions:

- 45.1** The PASC shall develop all publicity material in a professional manner.

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- 45.2** During the course of performance of this Agreement, the PASC, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall the PASC use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 45.3** The PASC may, without prior written permission of the County, indicate in its proposals and sales materials that the County of Los Angeles has appropriated funds for the PASC Back-Up Attendant Pilot Program provided, however, that the requirements of this Section 45.0 apply.

46. SHRED CONFIDENTIAL DOCUMENTS

The PASC shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this contract must be shredded and not put in trash containers when PASC disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 20.0 of this Agreement are to be maintained for a period of five (5) years or longer if required by law.

47. INDEMNIFICATION FOR BACK-UP ATTENDANT PILOT PROGRAM

The PASC shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the PASC's acts and/or omissions arising from and/or relating to this Agreement.

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- V. Paragraph 7.0, **CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT** of Section V, Further Terms and Conditions, is deleted in its entirety and replaced with the following:

Should the PASC require additional or replacement staff personnel after the effective date of this Contract, the PASC shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the PASC's minimum qualifications for the open position. For this purpose, consideration shall mean that the PASC will interview qualified candidates. The County will refer GAIN/GROW participants, by job category, to the PASC.

NOTE: In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

The PASC shall complete and sign Attachment F, Attestation of Willingness to Consider GAIN/GROW Participants.

- VI. Paragraph 36.0, **PASC's WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** of Section V, Further Terms and Conditions, is deleted in its entirety and replaced with the following:

The PASC acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the PASC's duty under this Contract to comply with all applicable provisions of law, the PASC warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and

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Earnings Withholding Orders or CSSD Notices of Wage and Earnings
Assignment for Child, Family, or Spousal Support, pursuant to Code of
Civil Procedure Section 706.031 and Family Code Section 5246(b).

VII. Paragraph 20.0, **RECORDS RETENTION AND INSPECTION** of Section V, is deleted in its entirety and replaced with the following:

20.1 The PASC shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The PASC shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The PASC agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. COUNTY reserves the right to conduct record inspection and audits relating to this Agreement with no advance notification to PASC. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the PASC and shall be made available to the COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the PASC at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the PASC shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

20.2 In the event that an audit of the PASC is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the PASC or otherwise, then the PASC shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the PASC's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

20.3 Failure on the part of the PASC to comply with any of the provisions of this sub-paragraph 20.0 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

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- 20.4** If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the COUNTY may conduct an audit of the PASC regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the PASC, then the difference shall be either: a) repaid by the PASC to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the PASC from the COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the PASC, then the difference shall be paid to the PASC by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.
- 20.5** The PASC agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the PASC for a period of five (5) years after the term of this Agreement unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
- 20.6** Other required documents to be retained include, but not limited to:
- 20.6.1** Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
 - 20.6.2** Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."
 - 20.6.3.** Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.

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20.7 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the PASC and observe the operation of the business so that accuracy of the above records and any of the PASC's invoices for services provided can be confirmed.

20.7.1. All such material shall be maintained by the PASC at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to the PASC facility located in Los Angeles County for examination by the COUNTY.

VIII. Paragraph 37.0, **PASC's ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW** of Section V, Further Terms and Conditions, is deleted in its entirety and replaced with the following:

37.1 The PASC acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The PASC understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The PASC shall also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply the PASC with the poster to be used.

37.2 The PASC shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment G of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

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- IX. **ATTACHMENT A, STATEMENT OF RESPONSIBILITIES** is revised to add Section 8.0 **BACK-UP ATTENDANT PILOT PROGRAM STATEMENT OF WORK** as a new component as follows:

8.0 BACK-UP ATTENDANT PILOT PROGRAM-STATEMENT OF WORK:

8.1 OVERVIEW OF THE BACK-UP ATTENDANT PILOT PROGRAM

The Back-Up Attendant Pilot Program is designed to address the critical needs of IHSS consumers in urgent need of referral of a homecare attendant to assist them on a short-term basis when their regular provider is temporarily unavailable or their individualized "Emergency Back-Up Plan" (as described in their IHSS case record), fails. This program will refer temporary Back-Up Attendant providers as defined in section 8.9.1 (Provider Eligibility for Back-Up Attendant Pilot Program), on short notice, to serve those IHSS consumers with the most severe needs, as defined in section 8.8.1 (Consumer Eligibility for Back-Up Attendant Pilot Program), when their regular provider or self-identified back-up provider has become temporarily unable and unavailable to perform regularly, scheduled services and if left unattended, may be at risk.

8.2 PURPOSE OF THE BACK-UP ATTENDANT PILOT PROGRAM

The purpose of the section is to delineate the separate and mutual responsibilities and obligations of each entity for the provision and administration of the Back-Up Attendant Pilot Program. It is the intent of each entity to work in cooperative manner to ensure that Back-Up Attendant Pilot Program services are delivered in a prompt and efficient manner, with primary consideration given to the need of IHSS consumers who may need Back-Up Attendant Pilot Program services.

8.3 HOURS OF OPERATION FOR BACK-UP ATTENDANT PILOT PROGRAM SERVICES

- 8.3.1** For the purpose of the Back-Up Attendant Pilot Program, PASC will be available to receive phone calls from their PASC Call Center from potential consumers who may need Back-Up Attendant Pilot Program services during normal business hours and outside of normal business hours. Normal business hours are considered Monday through Friday, 8:00 am to 5:00

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pm. PASC Call Center's initial hours of operation will be 6:00 am to 6:00 pm, seven days per week. The PASC Call Center may provide services on COUNTY recognized holidays, or PASC holidays; solely for purposes of the Back-Up Attendant Pilot Program.

8.3.2 For the purpose of the Back-Up Attendant Pilot Program, Registry staff will be augmented with temporary staff to handle the hotline telephone system. The number of temporary staff for the Back-Up Attendant Pilot Program will be based on the number of calls received.

8.3.3 For the purpose of the Back-Up Attendant Pilot Program, there will be a dedicated toll-free telephone system in operation to handle requests for services received during PASC Call Center hours of operation, and to log Back-Up Attendant Pilot Program service requests at the PASC Call Center received between 6:00 p.m. and 6:00 a.m., for priority handling as soon as PASC Call Center hours begin.

8.3.4 For the purpose of the Back-Up Attendant Pilot Program, the PASC Call Center message will include emergency information, including alternate community resources to access.

8.3.5 For the purpose of the Back-Up Attendant Pilot Program, the PASC Call Center hours of operation and its temporary staff will be closely monitored and evaluated for possible adjustment based on utilization as the pilot program progresses.

8.4 COUNTY FURNISHED ITEMS FOR BACK-UP ATTENDANT PILOT PROGRAM

8.4.1 EQUIPMENT

For the purpose of the Back-Up Attendant Pilot Program, COUNTY will furnish and install limited Case Management Information & Payroll System (CMIPS) access to PASC Registry staff's personal computers, as needed for Back-Up Attendant Pilot Program services so long as it is approved by the California Department of Social Services. This CMIPS

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capability will enable PASC to view authorized service hours to determine program eligibility for pilot participants as defined in Section 8.8.

8.5 COUNTY RESPONSIBILITIES FOR BACK-UP ATTENDANT PILOT PROGRAM

8.5.1 CONSUMER ELIGIBILITY AND AUTHORIZED HOURS FOR BACK-UP ATTENDANT PILOT PROGRAM SERVICES

- 8.5.1.1 For the purpose of the Back-Up Attendant Pilot Program the COUNTY has sole authority for the determination of consumer eligibility for IHSS and the number of hours of service each eligible consumer shall receive. Back-Up Attendant Pilot Program services are not additional to what has already been authorized to the IHSS consumer. A maximum cap of 20 hours per month for IHSS Consumers to utilize Back-Up Attendant services has been established. However, this amount may be exceeded in special circumstances, on a case-by-case basis, as mutually agreed to by COUNTY and PASC, in order to allow a consumer to remain safely in his/her own home. If a consumer requests Back-Up Attendant Pilot Program services, those service hours will be deducted from their regular monthly, authorized service hours for that month.
- 8.5.1.2 The COUNTY shall not reduce authorized hours of service to IHSS consumers in order to fund the PASC Back-Up Attendant Pilot Program services, wages and/or benefit increases to providers, or implement Government Code Section 3500 et.seq.
- 8.5.1.3 The IHSS Consumer is responsible for ensuring that the overall authorized hours for the month are not exceeded, and that all hours paid are actually worked.
- 8.5.1.4 The COUNTY shall assist the PASC with outreach, by mailing PASC-prepared materials to eligible consumers, and distributing PASC - prepared materials through IHSS Social Workers at the time

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of initial and annual assessments of Back-Up
Attendant eligible IHSS consumers.

8.5.1.5 The COUNTY shall collect, process, and submit Back-Up Attendant Pilot Program provider timesheets and enter onto CMIPS all data necessary to secure proper payment for Back-Up Attendant services. The exact details of this process shall be mutually agreed upon by COUNTY and PASC after consultation with the California Department of Social Services and prior to implementation of the program. Both parties agree that any changes to timesheet processing and payroll must be approved by California Department of Social Services.

8.5.1.6 The COUNTY shall continue to monitor total authorized hours used by consumers, including maintaining necessary records as required by the California Department of Social Services.

8.6 PASC RESPONSIBILITIES FOR BACK-UP ATTENDANT PILOT PROGRAM

8.6.1 EMPLOYER OF RECORD FOR THE BACK-UP ATTENDANT PILOT PROGRAM

For the purpose of the Back-Up Attendant Pilot Program, the PASC is deemed the employer of IHSS providers participating in the Back-Up Attendant Pilot Program for the purpose of collective bargaining subject to the exclusive rights of IHSS consumers to hire, fire, and supervise providers as provided in the Los Angeles County Code Section 3.45 and the California Welfare and Institutions Code.

8.6.2 PROVIDER REGISTRY FOR BACK-UP ATTENDANT PILOT PROGRAM

8.6.2.1 PASC shall launch a special recruitment effort to attract additional qualified providers, who are not currently enrolled in the PASC Registry to participate as potential Back-Up Attendant Pilot Program providers.

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- 8.6.2.2 PASC shall adapt and expand the Registry to meet the needs of the Back-Up Attendant Pilot Program.
- 8.6.2.3 PASC shall report or verify to DPSS all Back-Up Attendant provider hours authorized by the Registry for purposes of payroll processing. As described above, the exact details of this process shall be mutually agreed upon by COUNTY and PASC after implementation of this Agreement.
- 8.6.2.4 PASC shall maintain data on its Registry regarding providers who wish to work temporarily as Back-Up Attendant Pilot Program providers, and who have been pre-qualified by experience and skills and cleared a criminal background check from the Department of Justice record, which the PASC is authorized to access. With respect to any criminal background check, the PASC will comply with all applicable state laws and COUNTY ordinances.
- 8.6.2.5 The PASC's Registry data will include the geographical areas and times of availability for each of the potential Back-Up Attendant Pilot Program providers.
- 8.6.2.6 Any Back-Up Attendant Pilot Program Registry services or referrals shall be non-exclusive, voluntary and advisory to IHSS consumers, who shall retain the exclusive right to hire and fire their Back-Up Attendant providers as described in the IHSS Individual Provide Mode of service delivery. IHSS consumers can benefit from this pilot and its special rate in accordance with PASC policy and procedures.
- 8.6.2.7 The PASC Back-Up Attendant Pilot Program shall closely coordinate requests for Back-Up Attendant Pilot Program services with the need for quick referral of a long-term provider to ensure the cap of 20 hours is not exceeded.

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8.7 CONSUMER ELIGIBILITY CRITERIA FOR THE BACK-UP ATTENDANT PILOT PROGRAM

- 8.7.1** For the purpose of the Back-Up Attendant Pilot Program, IHSS consumers authorized 35 hours or more per week of personal care services as determined by DPSS will be targeted for this pilot program.
- 8.7.2** IHSS consumers must have an immediate and emergent need for Back-Up Attendant Pilot Program services due to the unavailability of the consumer's regular homecare provider(s), and the unavailability of any other support services pre-arranged by the Consumer, pursuant to DPSS requirements as defined in Section 8.1 of this Statement of Work.
- 8.7.3** There shall be a cap of 20 hours per month, within the authorized hours of care for IHSS Consumers to utilize Back-Up services. However, this amount may be exceeded in special circumstances, on a case-by-case basis, as mutually agreed to by COUNTY and PASC, in order to allow a consumer to remain safely in his/her own home.
- 8.7.4** The PASC shall seek to refer a Back-Up Attendant provider for the minimum number of hours required by the consumer but not to exceed the cap of 20 hours per month, as defined above.

8.8 PROVIDER ELIGIBILITY CRITERIA FOR BACK-UP ATTENDANT PILOT PROGRAM AS DETERMINED BY THE PASC

- 8.8.1** For the purpose of the Back-Up Attendant Pilot Program, IHSS providers must qualify for and join the PASC Homecare Registry (including clearing a Criminal Background check from the Department of Justice), and also apply for inclusion in the Back-Up Attendant Pilot Program.
- 8.8.2** PASC shall require Back-Up Attendant providers to complete a statement of qualifications (which must be kept current) as to the skills they possess and the times and geographic areas in which they plan to be available to serve as Back-Up Attendants.

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- 8.8.3** PASC shall require Back-Up Attendant providers to be responsible for keeping the Registry current as to their stated times and geographical area of availability.
- 8.8.4** PASC shall require Back-Up Attendant providers to be generally available during the times and within the areas they have designated.
- 8.8.5** PASC shall give preference to those skilled and experienced providers who can provide prompt and urgent response, and continuity of care to meet the anticipated needs of the particular consumer (e.g., if the need is for two days, the provider is prepared to serve both days), and have demonstrated responsiveness to previous back-up opportunities.
- 8.8.6** The Back-Up Attendant Pilot Program must have the ability to serve consumers with severe disabilities, including skills to perform certain critical tasks such as bowel and bladder care and the safe transfer or repositioning of consumers with severe disabilities.
- 8.8.7** Back-Up Attendant providers who do not appear to possess the requisite skills and training will be expected to attend special training provided by the PASC and demonstrate those skills as part of that training.
- 8.8.8** PASC shall require Back-Up Attendant providers to attend a single session Registry orientation class covering their duties and responsibilities, the principles of consumer-directed services and independent living, and the policies and procedures for the Back-Up Attendant Program.
- 8.8.9** Existing homecare providers already enrolled in the Registry: (long-term and part-time) may apply for participation in the Back-Up Attendant Pilot Program.
- 8.8.10** The IHSS consumer retains the authority to reject or terminate any Back-Up Attendant provider (and to request another if necessary), and to instruct and direct the performance of all services as described above.
- 8.8.11** Existing providers who are employed within the IHSS program, or may be employed as home-health aides or nursing home

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aides, and are interested in part-time opportunities can apply to be Back-Up Attendant providers.

8.8.12 PASC shall assess the minimum hours necessary to attract qualified workers consistent with the hours needed by the consumer.

8.8.13 Due to the nature and urgency of services in this Back-Up Attendant Pilot Program, and the need for Back-Up Attendant providers to respond quickly and transport themselves to unfamiliar premises, parking arrangements, and serve unfamiliar high-need consumers on a short-term basis, this program will compensate Back-Up Attendant providers for hours actually worked at a higher wage rate than that of regular providers until such funds are spent or no longer available.

**8.9 TRAINING FOR THE BACK-UP ATTENDANT PILOT PROGRAM
AS DETERMINED BY THE PASC**

8.9.1 PASC shall provide access to training for Back-Up Attendant Pilot Program providers who may require more specialized skills due to the level of care they will provide to eligible participating IHSS Consumers who receive 35 or more hours of personal care.

8.9.2 The PASC is not obligated to provide training directly, to pay for training provided in the community, to pay for the Back-Up Attendants time to attend training, to accompany the recipient to training, or to pay for transportation to training or to pay for any materials required by the training.

8.9.3 The PASC is not obligated to screen or be responsible for the content of any training it tells Back-Up Attendant Pilot Program providers and/or consumers to attend who are participating in this program. The PASC shall disclose this information to any consumer and provider prior to providing training.

8.9.4 The PASC is responsible to ensure that any registered Back-Up Attendant Pilot Program provider attends and completes required training for this program.

8.9.5 Any PASC arranged Back-Up Attendant Pilot Program training, and the application of such training to any particular

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recipient-provider working relationship, shall be voluntary and advisory as to IHSS consumers, who shall retain the exclusive right to instruct and train their Back-Up Attendant Pilot Program providers as an aspect of their exclusive right to hire, supervise, and terminate employment.

8.10 ADMINISTRATIVE RESPONSIBILITIES FOR THE BACK-UP ATTENDANT PILOT PROGRAM

PASC shall provide all administrative services necessary to perform the contract requirements specified for the Back-Up Attendant Pilot Program as follows:

- 8.10.1** PASC shall develop, maintain and update written procedures for receiving, investigating and responding to users of Back-Up Attendant Pilot Program services.
- 8.10.2** PASC shall ensure all public contact staff are consistently sensitive, understanding, and use sound judgment in recognizing the consumer/provider's rights and needs for the Back-Up Attendant Pilot Program.
- 8.10.3** Annually or upon demand of COUNTY, PASC shall conduct an inventory of all fixed assets purchased with Federal, State or County funds for this Agreement with reference to Back-Up Attendant Pilot Program services and a copy shall be sent to the CCA.

8.11 PASC REPORTING RESPONSIBILITIES FOR THE BACK-UP ATTENDANT PILOT PROGRAM

- 8.11.1** The PASC shall submit a written report six months after pilot implementation of operational services, to the COUNTY Board of Supervisors and the CCA detailing the effectiveness of the pilot, evaluating the operation of the Back-Up Attendant Pilot Program, and detailing any specific goals and objectives met for that period. If the PASC intends to expand the Back-Up Attendant Pilot Program, the PASC shall present a detailed plan, budget and timeline for the implementation and expansion of Back-Up Attendant Pilot Program services.

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- 8.11.2 The PASC shall provide the COUNTY with all cost reports and other such data as required by the COUNTY, State of California and federal governments related to the Back-Up Attendant Pilot Program.
- 8.11.3 The PASC shall send to the CCA monthly on-going services invoices for Back-Up Attendant Pilot Program costs by the 15th calendar day of the month for the previous month. These invoices should specify actual costs related to Back-Up Attendant Pilot Program services, separate from other monthly invoices.
- 8.11.4 The PASC shall complete and provide to the CCA other ad hoc reports as required by COUNTY regarding the Back-Up Attendant Pilot Program.

8.12 JOINT RESPONSIBILITIES FOR THE BACK-UP ATTENDANT PILOT PROGRAM

- 8.12.1 For the purpose of the Back-Up Attendant Pilot Program, the PASC shall develop a Public Authority Rate that includes, Back-Up Attendant Pilot Program hourly wages of \$12.00 for Back-Up Attendant Pilot Program providers, and PASC administrative costs related to this pilot for submission by DPSS to the California Department of Social Services for subsequent submission to the California Department of Health Services, for approval pursuant to the terms of the State Plan amendment.
- 8.12.2 The COUNTY and PASC shall collaborate on the development of appropriate referral criteria for individuals to be served. The targeted population to be served by the Back-Up Attendant Pilot Program is IHSS Consumers who receive 35 or more personal care hours per week.
- 8.12.3 The COUNTY and PASC shall develop evaluation criteria to determine effectiveness of this Back-Up Attendant Pilot Program and shall collaborate on improvements to the Back-Up Attendant Pilot Program six months after implementation to determine usage and need of program.
- 8.12.4 The COUNTY and PASC shall monitor and evaluate, on a regular basis, the quality of service available for the Back-Up Attendant Pilot Program to determine the feasibility

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and appropriateness of the pilot with respect to the extent of need, nature, manner, duration, quality of service, and the cost. That evaluation will involve collection of data, and consultations with IHSS consumers, PASC staff, DPSS, and SEIU Local 434B.

8.12.5 The COUNTY and PASC shall monitor service delivery to review the progress and effectiveness of the program by conducting telephone interviews and satisfaction surveys to IHSS consumer served by the Back-Up Attendant Pilot Program.

8.12.6 The COUNTY and PASC shall collect information from IHSS consumers, that may include feedback on such items as whether the referred Back-Up Attendant provider arrived as planned, was at the consumer's home long enough to complete the requested work, was responsive in doing what the consumer requested, assessing the quality of service provided to IHSS consumers and determine the effectiveness of appropriating additional funds for this program.

8.12.7 The PASC shall periodically review the number of consumers served and the usage patterns as a part of the monitoring process. As to consumers who are making frequent use of the program, consideration will be given to strategies to assist the consumers in establishing alternative solutions (e.g., assist the consumer in seeking DPSS review of his/her number of authorized hours or assist the consumer in the use of the PASC Registry to locate more reliable permanent providers). COUNTY and PASC may also examine patterns of use and modify the Back-Up Attendant Pilot Program accordingly.

8.13 NATURE OF SERVICES TO BE PROVIDED BY THE BACK-UP ATTENDANT PILOT PROGRAM:

All Back-Up Attendant Pilot Program services are part of, and subject to, the Independent Provider Mode of Service, which vests in the consumer exclusive control over the direction, instruction, and supervision of all services performed. The type of services that are to be provided under the Back-Up Attendant Pilot Program may include but are not limited to the following:

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- Assistance with ambulation
- Bathing, oral hygiene, and grooming
- Dressing
- Care and assistance with prosthetic devices
- Bowel, bladder, and menstrual care
- Repositioning, skin care, range of motion exercises, and transfers
- Feeding and assurance of adequate fluid intake
- Assistance with consumer's self-administration of respiration equipment
- Assistance with consumer's self-administration of medicine
- Paramedical Services authorized by the DPSS Social Worker (as documented in IHSS case record and SOC 321 signed by physician and consumer) that may include, but are not limited to the following:
 - Suctioning
 - Manual Cough
 - Diabetic Testing
 - Colostomy Irrigation
 - Enemas
 - Suppository Insertion
 - Manual Bowel Evacuation
 - Urinary Catheter Insertion/Care
 - Tube Feeding

8.14 PROGRAM ENROLLMENT PROCESS FOR THE BACK-UP ATTENDANT PILOT PROGRAM

- 8.14.1** For purposes of the Back-Up Attendant Pilot Program, eligible IHSS Consumers will be sent a program description, application packet, and be encouraged to pre-enroll prior to pilot implementation date. The toll-free telephone number will also be provided to facilitate their enrollment.
- 8.14.2** By pre-enrolling IHSS consumers, PASC will have the necessary information on file so that referrals can be made quickly and efficiently. For those consumers who choose not to pre-enroll, PASC will also serve them and expedite their enrollment data by telephone.
- 8.14.3** The application shall contain consumer's information, including name, address, phone number, COUNTY IHSS

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Social Worker's name, monthly IHSS service hours and a description of their needs.

8.14.4 PASC shall determine consumer eligibility to Back-Up Attendant Pilot Program services based on CMIPS data and when necessary work in collaboration with DPSS to determine consumer's eligibility to the Back-Up Attendant Pilot Program.

8.14.5 In the event that PASC staff does not have the capability to communicate with consumers in certain languages, PASC will promptly arrange for interpreter services as outlined in Attachment A, Statement of Responsibilities, Section 4.1.2.

8.15 REFERRAL PROCESS FOR THE BACK-UP ATTENDANT PILOT PROGRAM

8.15.1 For purposes of the Back-Up Attendant Pilot Program, PASC shall utilize its data in order to match a consumer with a suitable Back-Up Attendant provider referral. Language needs of the consumer and potential Back-Up attendant will be considered.

8.15.2 When the Back-Up Attendant provider arrives at the consumer's home, the consumer will discuss his/her needs with the Back-Up Attendant provider and direct him/her in the completion of the required tasks, pursuant to the Independent Provider Mode.

8.16 PASC TRAINING FOR THE BACK-UP ATTENDANT PILOT PROGRAM STAFF

8.16.1 PASC Back-Up Attendant Pilot Program staff will be trained on PASC's Mission, the Back-Up Attendant Pilot Program's policies and procedures, the IHSS program, and other related topics in order to operate the Back-Up Attendant Pilot Program effectively and efficiently.

8.16.2 The PASC shall provide the COUNTY with a copy of the training curriculum prior to implementation of the pilot.

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8.16.3 PASC shall orient all staff with regard to reporting any suspected elder and dependent adult abuse and/or neglect pursuant to applicable law. Suspected incidents of abuse will immediately be reported to Adult Protective Services (APS) within 24 hours as required by law. A copy of APS referrals shall also be forwarded to the CCA.

8.16.3.1 PASC shall train its Back-Up Attendant staff regarding compliance with the provisions of WIC Section 10850 and Division 19 of the California Department of Social Services (CDSS) Manual of Policies and Procedures to ensure the following:

8.16.3.2 All applications and records made or kept by the Registry relating to any form of public social services such as the Back-Up Attendant Pilot Program for which funding is received from the state and federal government will be kept confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

8.16.3.3 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any IHSS consumer utilizing or applying for Back-Up Attendant services.

8.17 OUTREACH AND MARKETING FOR THE BACK-UP ATTENDANT PILOT PROGRAM

8.17.1 For the purpose of the Back-Up Attendant Pilot Program, PASC shall develop outreach and marketing activities to inform the community of the availability of these services although not limited to the following:

8.17.1.1 Mail information to eligible IHSS consumers and place notices in the PASC Registry Bulletins to inform eligible consumers on how and when to use the Back-Up Attendant services.

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8.17.1.2 The PASC shall design and distribute Back-Up Attendant Pilot Program promotional materials such as stickers and refrigerator magnets containing pertinent telephone numbers, including the PASC PASC Call Center toll-free number.

8.17.1.3 The PASC shall conduct information meetings regarding the Back-Up Attendant Pilot Program for COUNTY and community-based organizations that work closely with consumers.

8.17.1.4 The PASC shall develop a fact sheet describing the Back-Up Attendant Pilot Program. The fact sheet shall be provided to the COUNTY prior to the program implementation date. This fact sheet will be provided to IHSS Social Work staff and appropriate community-based organizations in order to inform eligible IHSS consumers about this new service.

X. The following attachments are being added as follows:

Attachment D- Back-Up Attendant Pilot Program Budget

Attachment E- Charitable Activities Compliance

Attachment F- Attestation of Willingness to Consider GAIN/GROW
Participants

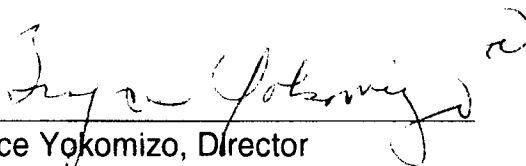
Attachment G- Acknowledgement of COUNTY's Commitment to the Safely
Surrendered Baby Law

Except for the changes set forth herein, this Agreement shall not be changed in any respect by this Amendment. All Terms and Conditions remain in full force and effect.

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This Amendment 10 is made and entered into this 10th day of August 2006.

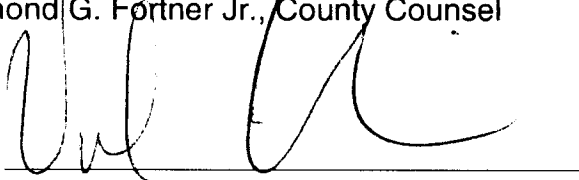
COUNTY OF LOS ANGELES

By 
Bryce Yokomizo, Director
Department of Public Social Services

PERSONAL ASSISTANCE SERVICES COUNCIL

By 
Jim Adler, Chair
PASC Governing Board

APPROVED AS TO FORM:
Raymond G. Fortner Jr., County Counsel

By 
Vicki Kozikoujekian
Senior Deputy Counsel

ATTACHMENT D

**BACK-UP ATTENDANT PILOT
PROGRAM**

BUDGET

Back-Up Attendant Pilot Program

Budget

Total Program Cost		
Start Up	Pilot	Total Program Cost
Start up Costs		
Overhead (5%)		
199,500	-	199,500
9,975		9,975
Total Start-Up Costs		209,475
Administrative Costs		
Personnel costs	282,555	282,555
Consultancy & monitoring	30,000	30,000
Telephone	15,000	15,000
Supplies	6,000	6,000
Background checks-ongoing	3,000	3,000
Insurance	10,000	10,000
Program training-ongoing	8,000	8,000
Contingency (service/training)	150,000	150,000
Sub-total	-	504,555
Overhead (5%)	37,156	37,156
Total Administrative Costs	541,711	541,711
Back-Up Attendant Provider Compensation**		
	238,560	238,560
Total Program Costs:	\$ 209,475	\$ 780,271
		\$ 989,746

* Calculation of Back-Up Attendant Provider Compensation:

Service hours:

Consumers: Target population	7,000
Utilization rate (5%):	350
Average hours/month/Consumer:	16
Service hours per month:	5,600
Total service hours:	67,200

Program Wage

LA County Provider hourly pay rate @\$8.45:	0
Estimated hourly pilot program wages @\$12.00:	
(\$12.00 less \$8.45 = \$3.55)	\$ 238,560
(Without federal or State participation)	
Provider Compensation	\$ 238,560

Back-Up Attendant Pilot Program Budget

	Amount
Start-Up Costs	
Mailings, advertising	\$ 30,000
Legal	25,000
Equipment	12,500
Registry software, upgrades	20,000
Consumer database set up, protocols, forms	15,000
Worker recruitment, database, protocols, forms, applications, verifications	30,000
Program training (initial)	50,000
Background checks (initial)-DOJ costs	17,000
Overhead costs (5%)	9,975
 Total Start up costs (100% completed in FY06-07)	 \$ 209,475

Personnel Costs

PILOT IMPLEMENTATION PERIOD				
BUP Personnel requirements	Months	Hrs/ Week	Rate	Amount
Call answering & Dispatch 6am-8pm daily= 7x14=98+7 overlap hrs	12	210	\$16.50/Hr	\$ 180,180
Program manager (0.75 FTE*)	12	30	\$30/hr	46,800
Administration clerk (0.75FTE*)	12	30	\$12/Hr	18,720
				\$ 245,700
Employers taxes & benefits		15%		36,855
Total Personnel costs				\$ 282,555

* FTE - Full time equivalent

ATTACHMENT E

CHARITABLE CONTRIBUTION CERTIFICATE

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

()

()

 Signature

 Date

 Name and Title (please type or print)

ATTACHMENT F

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, CONTRACTOR shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

CONTRACTORS unable to meet this requirement shall not be considered for contract award.

CONTRACTOR shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. CONTRACTOR has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.
- _____ YES _____ NO (subject to verification by County)
- B. CONTRACTOR is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
- _____ YES _____ NO
- C. CONTRACTOR is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
- _____ YES _____ NO _____ N/A (Program not available)

CONTRACTOR Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

ATTACHMENT G

SAFELY SURRENDERED BABY LAW

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



State of California
Gray Davis, Governor

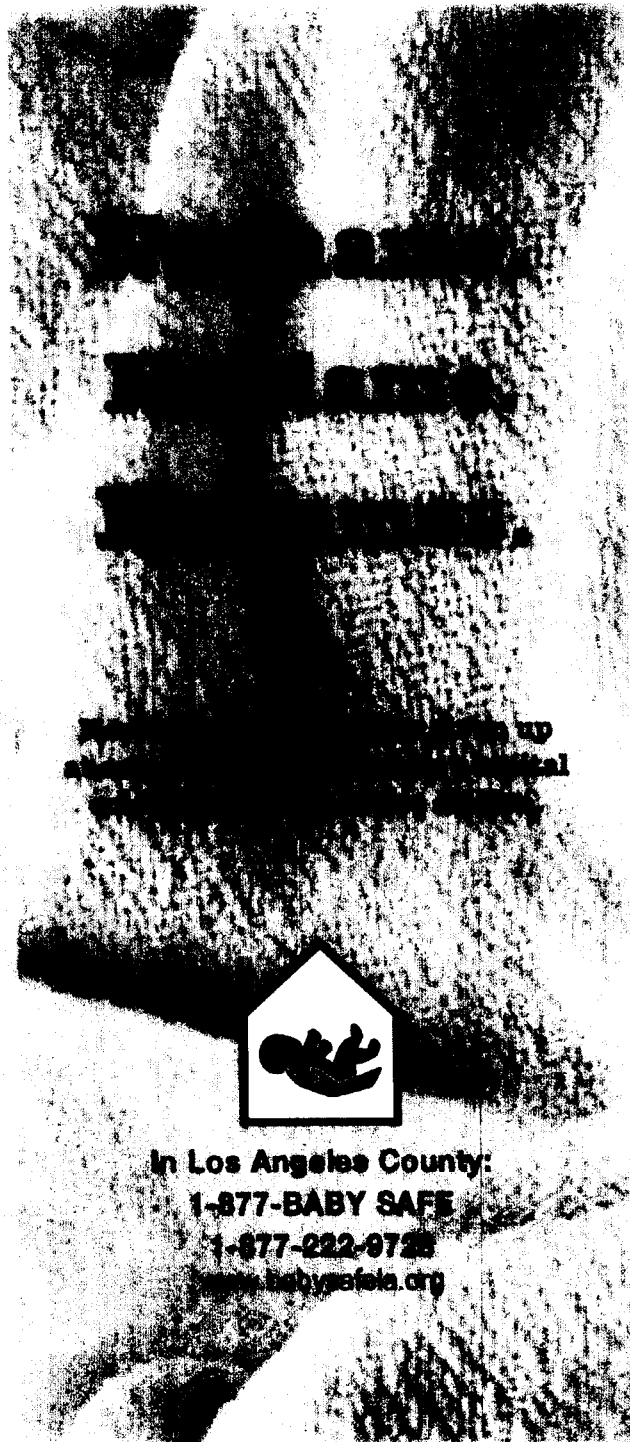
Health and Human
Services Agency
Grantland Johnson, Secretary

Department
of Social Services
Rita Seenz, Director



Los Angeles County
Board of Supervisors

Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District
Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9728

www.babysafe.org

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org